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#### Contract Database Metadata Elements

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Union: **Town of Easton Highway Department Unit, International Brotherhood of Teamsters (IBT), AFL-CIO**

Local: **294**

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BC | 8464

AGREEMENT

Between

TOWN OF EASTON

And

TEAMSTERS LOCAL 294

Affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

January 1, 2012 to December 31, 2014

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#### PREAMBLE

This Agreement is made and entered into by and between the Town of Easton hereinafter referred to as the Employer, and Teamsters Local 294 acting for and on behalf of the employees of the Town of Easton Highway Department, hereinafter referred to as the Union.

It is the purpose and intent of this Agreement to provide a fair and cooperative working relationship between the Town of Easton and the Employees of the Highway Department of the Town of Easton, for the mutual benefit of the aforementioned and the public of the Town of Easton.

## ARTICLE 1 - DEFINITIONS

1. Union                                      Teamsters Local 294
2. Bargaining Unit                        As described in the Recognition Article
3. Supervisor                                Supervisor of the Town of Easton
4. Board                                        Town Board of the Town of Easton
5. Superintendent                          Highway Superintendent of the Town of Easton
6. Immediate Supervisor                Highway Superintendent of the Town of Easton
7. Highway Department                 Highway Department of the Town of Easton
8. Employee                                 Person hired by the Highway Department in a full-time permanent position.
9. Permanent Employee                 An employee hired by the Highway Department in a regular, full-time position of forty (40) hours per week and who has completed the probationary period.
10. Probationary Employee             An employee hired by the Highway Department in a regular, full-time position of forty (40) hours per week and who is serving the probationary period.
11. Part-time Employee                 An employee hired to a regular, part-time position of less than forty (40) hours per week in the Highway Department. Part-time employees will be granted pro-rated benefits
12. Casual Worker                         A person hired on a random basis to fulfill special needs of the Highway Department that occur during periods of unusual work loads or emergency situations. Casual workers will not receive any benefits described herein.
13. Days                                        Unless otherwise provided for in individual Articles, shall mean normal business days, i.e., Monday thru Friday, excluding legal holidays.
14. Employer                                 Town of Easton

## ARTICLE 2 - RECOGNITION

2.1 The Town of Easton recognizes Teamsters Local 294 as the exclusive representative of all employees described below for the purpose of collective bargaining for terms and conditions of employment, and for the administration of grievances.

2.2 The bargaining unit shall consist of all full-time and part-time permanent employees of the Highway Department, and shall exclude the Highway Superintendent, and casual workers.

2.3 The Union affirms that it will not strike against the Town of Easton, and it shall not assist or participate in any strike, and it shall not cause, conduct instigate, encourage, or condone a strike.

## ARTICLE 3 - NEGOTIATIONS

3.1 In the year this Agreement terminates , and after March 15th, but no later than September 15th, the parties and/or their representatives, will meet to begin negotiations for a successor Agreement.

3.2 All proposals requesting additions, modifications, or changes in the existing Agreement must be submitted in writing at the first negotiation meeting Of the parties. No new proposals may be brought up during subsequent negotiating meetings by either party, unless mutually agreed to by both parties.

3.3 Negotiating meeting will be held at mutually agreeable dates, times, and places.

## ARTICLE 4 - EMPLOYEE RIGHTS

4.1 Seniority:

4.1.a) Seniority is defined as the length of continuous service in the Highway Department, from the date of last hire.

4.1 b) Seniority will be determined as of the date of the last time an Employee was hired to a permanent position in the Highway Department. Recall to a position within the one year period described below is not considered a rehire.

4.1 c) If more than one person is appointed to the same position on the same date, the

person(s) with the earlier date on their job application will have the greater seniority for the purpose of this Article.

4.1 d) The following will result in a loss of an employee=s job, and of their seniority:

1. Unauthorized leave of absence
2. Discharge of employee
3. Voluntary resignation
4. Layoff of more than one year
5. Failure to respond affirmatively to a notice of recall within five (5) days from the date of the recall notice
6. Failure to report for work, or to notify the Superintendent of a legitimate reason for being absent, for three (3) consecutive days.
7. Failure of an employee, who has been absent from work because of a proven illness of injury, to report to work within five (5)days after termination of that illness or injury.

4.2 Layoff/Recall:

4.2 a) If a position(s) is eliminated as a result of Town Board action, layoff(s) will occur on a reverse seniority basis.

4.2 b) The names of the employee(s) affected in a layoff will be placed on a recall list for a period of one (1) year.

4.2 c) If an opening of the position(s) eliminated, occurs within the one (1) year period above, preference for re-employment will be within the one year recall period will have their seniority, and unused earned sick leave reinstated.

4.3 Probation:

4.3 a) All newly hired personnel will be subject to a ninety (90) day probationary period, During the probationary period, an employee may be terminated without further recourse, either individually, or by the Union.

4.3 b) Following a satisfactory evaluation at the completion of the probationary period, the employee will be considered permanent, and will become a member of the bargaining unit.

4.4. Overtime:

4.4 a) Voluntary overtime will be allotted on a rotating seniority basis, among those employees qualified for the overtime duties.

If one employee is worked or if more employees are worked the next employee in line will be offered the O.T. in seniority manner.

4.4 b) For the purpose of this Article, all employees will be listed according to seniority. When an employee agrees to accept an overtime assignment, or when an employee turns Down an overtime assignment, that employee=s name will go to the bottom of the list.

4.4. c) Mandatory overtime will generally be assigned on a rotating, reverse order of seniority, among those employees qualified for the overtime duties.

If one employee is worked or if more employees are worked the next employee in line will be offered the O.T. in seniority manner.

The Union is to establish employee work availability status sheet.

4.4. d) Employees that have been assigned a regular snowplow route will be assigned that route whenever overtime is required.

4.5 Uniforms:

4.5. a) Uniforms will be provided to all full-time, permanent employees as follows:

Issue	Clean Weekly
11 pants	5 pants
11 shirts	5 shirts
2 jackets	1 jacket

Coveralls to be supplied to employees year round

4.5 b) Uniforms shall be worn during the work day, while on duty for the Town of Easton. They may be worn to and from work.

4.5 c) Uniforms may not be worn by employees for purposes other than above.

4.5 d) Boot Allowance - The town will reimburse Highway Employees up to a maximum of



\$100 per year for safety shoes with receipt. These safety shoes must be worn while working.

4.6 Job Classification:

4.6 a) Whenever a new job classification is created in the Highway Department, full-time, permanent, employees will be given the first consideration to apply for that position, before hiring a person from outside the bargaining unit. However, selection of a person to fill any position in the Highway Department will be based on qualifications, and experience. If these factors are equal, seniority will be used as the determining factor in the selection of the successful candidate.

4.6 b) If certification of any kind is required to perform a job classification, obtaining that certification shall be the responsibility of the employee, and the Highway Superintendent shall give all employees that opportunity.

4.6 c) Leave with pay may be granted at the discretion of the Highway Superintendent to full-time, permanent highway department employees who wish to upgrade their skill or knowledge, by attending school or training sessions.

4.7 Part-time Employees:

4.7 a) If a full-time position becomes open in the Highway Department, all permanent, part-time employees will be given the first consideration to apply for that position, before hiring a person from outside the bargaining unit. Selection of a person to fill the position will be based on qualifications, and experience. If these factors are equal, seniority will be used as the determining factor in the selection of the successful candidate.

ARTICLE 5 - UNION RIGHTS

5.1 Posting:

5.1 a) The Union will have the right to post appropriate notices and communications regarding official union business, on a specified bulletin board provided by the Union, in the Town Garage.

5.2 Union Business:

5.2 a) The Union will have the right to represent employees of the bargaining unit, if the employee so desires, at disciplinary hearings, and at grievance hearings.

5.2.b) The handling of Union matters, and discussions of Union business among Union

members, or between union members and their representatives, shall be performed outside of normal work hours.

5.3 Dues Deduction:

5.3 a) The Employer will deduct union membership dues from the salaries of union members who individually and voluntarily sign the appropriate payroll deduction authorization allowing such dues deduction, and that authorization is presented to the Supervisor. The following rules will apply:

5.3 a.1) The dues deduction may be discontinued at any time by a bargaining unit employee by notifying the Supervisor in writing at least one pay period prior to the requested change. Once dues deduction has been discontinued by an employee, they may not be started again until the first pay period of the following year.

5.3 a.2) The dues deduction will be made from regular payroll checks from the 1st pay day of each month. It shall be the responsibility of the Union to collect any dues or fees not included in the above for whatever reason.

5.3 a.3) The Town will transmit the dues monies collected to the Treasurer of Teamsters Local 294 in a reasonable time after they are collected, whereupon all Town responsibility regarding those monies shall cease. Bargaining unit members, the local Union, and all other parties and agencies hereby waive all rights and claims against the Town, Town officials, and Town employees for the monies deducted, collected and transmitted in accordance with this Article, and will relieve and hold harmless, the Town, Town officials, and Town employees from any liability therefore.

5.4 Agency Fee:

5.4 a) The employer will deduct an agency fee from the salaries of bargaining unit employees who are not members of the Union, in an amount equal to the specified union dues. The following rules will apply:

5.4 a.1) The Union will provide the Town with a list of bargaining unit employees who are members of the Union, and those who are not members of the Union.

5.4 a.2) The Union hereby affirms that it has adopted the appropriate procedures for refund of agency fee deductions as required under Section 3, Chapters 677 and 678 of the laws of 1977, of the State of New York.

5.4 a.3) The Union will provide the Town and all bargaining unit employees with a copy the refund procedure.

5.4 a.4) The Union agrees that in the event of any judgement against the Town arising out of the Unions failure to comply with Chapters 677 and 678 of the Laws of 1977, of the state of New York, the Union, upon receiving written notice and a copy of this judgement will pay the full amount of such judgement and any penalties imposed, in its entirety.

5.4 a.5) All agency fee deductions will be made from regular payroll checks, in equal installments, over the yearly pay periods.

5.4 a.6) The Town will transmit the agency fee monies collected to the treasurer of Teamsters Local 294 in a reasonable time after they are collected, whereupon all Town responsibility regarding those monies shall cease. Bargaining unit members, the local Union, and all other parties and agencies hereby waive all rights and claims against the Town, Town officials, and Town employees for the monies deducted, collected and transmitter in accordance with this Article, and will relieve and hold harmless, the Town, Town officials, and Town employees from any liability therefore.

#### ARTICLE 6 - EMPLOYER RIGHTS

6.1 Except as may be expressly limited by State or Federal statute , or by specific provisions of this Agreement, the Town Board, the Supervisor, and the Superintendent has and retains the sole and exclusive right , authority, and responsibility to take whatever actions may be necessary to carry out the mission of the Town of Easton Highway Department. Such rights, authority, and responsibility include, but are not necessarily limited to the following:

6.1 a) To determine the mission, purpose, objective and policies of the Highway Department.

6.1.b) To determine the standards of service to be offered by the Highway Department.

6.1 c) To determine the facilities, equipment, methods, means and the number of personnel required for the Highway Department.

6.1.d) To hire, promote, transfer, assign, reassign, evaluate and retain employees in this Highway Department..

6.1 e) To discipline and discharge employees in accordance with the statutes, and the provisions of this Agreement.

6.1 f) To direct, deploy, and utilize the work force.

6.1 g) To maintain the efficiency of the Highway Department.

6.1 h) The Highway Superintendent may during the regular work day perform bargaining unit work, to expedite a project and maintain efficiency of the Highway Department. He may not replace a motor equipment operator if a qualified operator has reported for work, nor may he perform any work that would be overtime work for the bargaining unit members.

In the interest of public safety, the Highway Superintendent has the discretion to do whatever is necessary to maintain the safety of highways, the intent is not to eliminate the need for an additional employee or eliminate overtime work opportunities.

#### ARTICLE 7 - DISCIPLINARY PROCEDURE

7.1 If disciplinary action or a written reprimand is initiated against an employee, that employee and the union steward will be given a copy of the charges made against him and the disciplinary action proposed.

7.2 At all stages of the Disciplinary Procedure the employee may appear alone, or may be represented by a person of his choice.

7.3 The employee may appeal the disciplinary action, if within five (5) days of receiving notice of the disciplinary action, the employee makes a written request to the Supervisor for a hearing.

Upon receipt of the appeal, the Supervisor will hold a hearing on the matter within ten (10) days.

7.4 The Supervisor will issue a written decision to the employee concerning the disciplinary action within five (5) days following the hearing date.

7.5 The employee may appeal the Supervisor's decision to the Board by making a written request to the clerk of the Board with a copy to the Supervisor, within five (5) days of receiving the Supervisor's decision.

7.6 The Board, or a committee comprised of Board members, will hold a hearing on the matter within twenty (20) days, and provide the employee with a written decision, within ten (10) days of the conclusion of the hearing, which is final and binding (refer to Section 7.9).

7.7 The employee may appear alone, or have a representative of his choice accompany him at the Board hearing.

7.8 The Superintendent may suspend an employee immediately without pay, pending the Board hearing, if as the result of an act or omission, there is probable cause to believe that the employee's continued presence on the job represents a potential danger to persons or property.

7.9 If the disciplinary action taken by the Board involves the discharge of an employee, or the suspension of an employee for more than five (5) working days, the employee may utilize binding arbitration as the final step of the DISCIPLINARY PROCEDURE. Refer to Article 15, GRIEVANCE PROCEDURE, for the rules to be followed.

## ARTICLE 8 - WORKING CONDITIONS

8.1 Workday:

8.1.a) The daily hours of work shall be determined by the Highway Superintendent.

8.1.b) The workday shall include a one-half (2) hour unpaid lunch period.

8.2 Workweek:

8.2 a) The workweek shall be determined by the Highway Superintendent and shall consist of forty (40) work hours. For payroll purposes, and for the calculation of overtime pay, the workweek shall begin on Sunday at 12:01 A.M. and end on Saturday at 11:59 P.M.

8.3 Call-in:

8.3 a) An employee called in to work in an emergency or unusual situation by an authorized person from the Town of Easton, and must travel from his home to the work place, will receive a minimum of two (2) hours pay.

The two (2) hours to be calculated from the closest quarter of the hour that the employee was called. Provided the employee reports in a reasonable time. If reporting time is longer than normal, employee must have a justifiable excuse to be paid all time from when called.

8.3 b) Only authorized people may call employees into work. These are: the Superintendent, the Supervisor, or a member of the Town Board.

8.3 c) In the unusual situation that none of the above people are available, and an emergency arises that will cause loss to the Town, the Town equipment, or a loss to a taxpayer(s) in the town, an employee(s) may respond to the emergency. In that event, one of the above authorized people shall be notified by the employee(s) as soon as possible.

8.4 Pay Period & Payroll Checks:

Payroll checks will be issued each two (2) weeks on Tuesday

Vacation checks will be issued no later than Friday proceeding the vacation.

## ARTICLE 9 - LEAVES

### 9.1 General:

9.1 a) Bargaining unit employees may be absent from work, with or without loss of salary in accordance with the following rules.

9.1 b) In the following sections, allotted time for an employees absences without loss of salary, are based on full-time permanent employment. Part-time employees will earn less on a pro-rated basis . Casual workers will not be credited with any earned leave.

9.1 c) To receive pay for earned sick leave an employee may be required to submit a doctors certificate in situations where the absence has been for three (3) or more consecutive workdays, or whenever there is reason to believe the absence was not due to personal sickness Of the employee.

### 9.2 Use of Sick Leave:

9.2 a) Annual sick leave and accumulated sick leave may be used for person sickness or injury of the employee while at home, in the hospital, or under the care of a physician while residing at home.

9.2 b) Employees who become sick during the work day may receive sick pay for the hours not worked that day.

9.2 c) Annual sick leave may be used by an employee for sickness in the immediate family, when the sickness requires the employee to Be at his home to care for the family member.

### 9.3 Sick Leave Allowance:

9.3 a) Full-time employees hired to a permanent position will be granted eight (8) hours of sick leave for each month of active service. Employees may not utilize paid sick leave during their probationary period.

9.3 b) Unused sick leave may be accumulated up to a total of five hundred (500) hours during the duration of an employees employment.

### 9.4 Sick Leave Incentive

9.4 a) Employees who do not use more than one-half (2) of their annual allotted sick leave within a twelve (12) month period, starting November 1, of one year and ending October 31, of the following year, will be paid an Incentive Bonus of four dollar (\$4.00) per hour for the annual sick leave not used in that period.

The Incentive Bonus will be limited to one years earned sick leave of ninety-six hours each year times one-dollar (\$4.00) per hour, for a maximum payment of ninety-six (\$384.00) . The earned incentive bonus will be paid in a separate check the first pay period in December.

The Union will remind the Payroll Department each year to pay this incentive to the employees in a timely manner so as to be paid in December, if not reminded, check will be paid within thirty (30) days of notification.

#### 9.5 Bereavement Leave:

9.5 a) The Employer will grant employees up to a total of five (5) consecutive calendar days for bereavement leave when a death occurs in the employees immediate family. This leave is not accumulative and may not be transferred to any other use.

9.5. b) When any of the five (5) consecutive days occurs on a regularly assigned work days(s), the employee will be paid for that day(s).

9.5 c) The leave must be immediately associated with the time of death of the person for whom the leave is taken, e.g., starting with the day of death. Bereavement Leave may be used as follows for each occurrence.

1. Maximum of five (5) days - current spouse or children
2. Maximum of three (3) days - mother, father, sister, brother, mother-in-law, father-in-law.
3. Maximum of one (1) day - to attend funeral of grandparent, grandchild, aunt, uncle, niece or nephew.

#### 9.6 Personal Business Leave:

9.6 a) The Employer will grant a total of twenty four (24) personal business hours for each employee in the Bargaining Unit. An employee may use personal business hours to conduct personal business of the employee which can not be conducted at a time other than the normal work day.

9.6 b) The employee will give two (2) day notice to the Superintendent prior to the day of the leave, except in emergency situations, and state the reason for the leave.

## ARTICLE 10 - HOLIDAYS

10.1 a) Employees will be granted eleven (11) paid holidays each year.

10.1 b) The holidays will be as follows:

New Years Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas Day
Labor Day	Employees Birthday
Election Day	Personal Floating Holiday
Veterans Day	

10.1 c) The day of celebration for each holiday will be the same as observed by the New York State Highway Department, except the employees birthday, and the Personal Floating Holiday.

10.1 d) To qualify for Holiday pay an employee must have worked the day prior to and the day following the Holiday if those days are regularly scheduled work days.

10.2 Working on Holiday:

10.2 a) Refer to Compensation Article

## ARTICLE 11 - VACATIONS

11.1 Vacation Allowance:

11.1 a) Permanent full-time employees will be granted paid vacation based on the following schedule:

<u>Completed years of service</u>	<u>Earned Vacation</u>
1 year	1 week ( 40 hours)
2 years	2 weeks ( 80 hours)
12 years	3 weeks (120 hours)
20 years	4 weeks (160 hours)

11.1 b) To be eligible for vacation in any calendar year, an employee must have worked a minimum of three (3) months in the previous calendar year.

11.1 c) If a holiday falls within a vacation period, another day will be granted to the employee, to be selected mutually by the employee and the Superintendent.



11.1 d) All vacation will be earned as of January 1 of each calendar year.

11.1 e) For the purpose of this Article employees hired between January 1 and June 30 will have an effective hiring date of January 1 in the year they were hired. Employees hired between July 1 and December 31 will have an effective hiring date of January 1st of the year following the year they were hired.

#### 11.2 Vacation Leave:

11.2 a) Vacation must be used in the year it is earned. In emergency or unusual situations the Superintendent may allow an employee to carry over up to forty (40) hours of vacation time to the following year, when such a decision is in the best interest of the Town of Easton.

#### 11.3 Vacation Pay:

11.3 a) An employees vacation pay will be paid on the regular scheduled payday And no later than the Friday prior to the vacation period, in a separate check, provided the employee gives a thirty (30) day notice prior to the date of the pay period, to the Superintendent, and this is forwarded to the Town Supervisor.

11.3 b) An employee who leaves the employment of the Town for any reason, will be paid for any unused, earned vacation, provided the employee has been employed for one (1) full year.

#### 11.4 Vacation Scheduling:

11.4 a) The employee will request for a vacation to the Highway superintendent not less than thirty (30) days prior to the vacation being requested. If the same vacation time is requested by more than one employee, seniority will prevail on the allotment of the vacations, and must be mutually agreed on by both parties.

Regardless of seniority, first consideration will be given to employees making request for vacations of one (1) week or longer duration.

The final decision to allot vacation time for any employee will be made by the Highway Superintendent, and will be done to achieve orderly, and uninterrupted service to the Town.

The Highway Superintendent will notify the payroll department of any approved vacation so as to have the check for the employee in a timely manner.

## ARTICLE 12 - HEALTH & HOSPITAL COVERAGE

### 12.1 Health Coverage:

12.1 a) The Employer will contribute towards a health insurance plan for all full-time employees covered by the bargaining unit of the Easton Highway Department as described in the NYS Teamsters Council Health & Hospital Fund **Select Plan** Stipulation Agreement for the duration of this Agreement.

<u>EFFECTIVE DATE</u>	<u>MONTHLY AMOUNT</u>		
	<u>Single Person</u>	<u>Two Person</u>	<u>Family</u>
<b><u>1/1/2012</u></b>	<b><u>\$594.10</u></b>	<b><u>\$1,187.77</u></b>	<b><u>\$1,632.19</u></b>
<b><u>1/1/2013</u></b>	<b><u>\$646.58</u></b>	<b><u>\$1,292.81</u></b>	<b><u>\$1,777.19</u></b>
<b><u>1/1/2014</u></b>	<del>TBD</del> <i>YAR</i> 662.74	<del>TBD</del> <i>YAR</i> 1325.18	<del>TBD</del> <i>YAR</i> 1821.60

**Effective January 1, 2006, employees hired on or after January 1st, 2006 will contribute 20% of the cost of their Health Insurance.**

## ARTICLE 13 - RETIREMENT

13.1 a) The Employer will provide the New York State Retirement Plan in effect at the time of signing this Agreement, for all permanent employees in the Bargaining Unit, who are eligible, as determined by the N.Y.S. Retirement System.

13.1 b) At the time of retirement, employees who have a minimum of ten (10) years of service with the Easton Highway Department may cash in their accumulated sick leave based on the following formula:

**FORMULA:** Number of accumulated, unused sick leave hours (Maximum of 500 hours) ; times the

**EXAMPLE:** 500 hours X \$8.84/hr. X **75%** = **\$3315.00**

## ARTICLE 14 - COMPENSATION

### 14.1 Salary:

14.1 a) Employees in the Bargaining Unit will be paid in accordance with Appendix A.

### 14.2 Longevity:

14.2 a) Refer to Appendix A.

14.3 Overtime:

14.3 a) Employees authorized to work overtime will be paid at the rate of one and one-half (1 2) times the employee=s normal rate of pay, for that time actually worked over forty (40) hours per week.

14.3 b) Employees have the option of accumulating up to A maximum of forty (40) hours of overtime credit (calculated at the appropriate overtime rate, i.e. either time and one-half (1 2), or straight time (1), as is appropriate) in lieu of being paid. The overtime credit may be taken as compensatory time off, at times mutually agreed to by the employee and the Superintendent. Compensatory time must be taken in blocks of at least one (1) hour.

14.3 c) To obtain the overtime credit for compensatory time off the employee must indicate this choice in writing, and the request must be signed by the employee and the Superintendent. This request must be forwarded to the Supervisor by the end of the pay period during which the overtime was worked. Otherwise the employee will receive pay for the overtime worked.

14.3 d) For the purpose of computing overtime pay or overtime credits, holidays, personal business days, and earned vacation time and compensatory time will count as time worked: Sick leave time, and bereavement leave will not count as time worked.

14.4 Holiday Pay:

14.4 a) If an employee is required to work on the day of a Town observance of a holiday, the employee will be paid at the rate of time and one-half (1 2) for the time actually worked in addition to the holiday pay, excluding Thanksgiving and Christmas.

14.4 b) If an employee is required to work on Thanksgiving Day or on Christmas Day, the employee will be paid at the rate of double time (2) for the time actually worked in addition to the holiday pay.

ARTICLE 15 - SUBSTANCE ABUSE

15.1 Employee Testing:

15.1 a) The Employer may require the immediate testing of any employee on duty, if there is reasonable cause to believe that the employee is under the influence of alcohol or non-prescription drugs.

15.1 b) Testing of an employee under the provisions of this Article will be conducted by a Physician, or at a Health Care Facility that has been approved by both the Town Supervisor and

the Union.

15.1 c) A list of approved physicians and Health Care Facilities will be shown in Appendix B. Appendix B may be updated from time to time as necessary, through mutual agreement between the Town Supervisor and the Union, without entering into formal negotiations.

15.1 d) If an employee tests positive to the above, or if an employee submits to tests on his own with positive results, he may request an unpaid leave of absence in accordance with the following:

15.2 Leave of Absence:

15.2 a) An employee be permitted to take unpaid leave of absence for the purpose of undergoing a substance abuse (alcohol and/or drug) treatment under an approved program. (Refer to Appendix B.)

15.2 b) The leave of absence must be requested in writing prior to the commission of any act subject to disciplinary action.

15.2 c) The Employer must be given at least seven (7) days prior written notice by the employee, that the employee is planning to undergo a substance abuse treatment program. The written notice must include the details of the program to be undertaken, the agency administering the program, the place where the program is to be administered, the time the program is to begin, the expected duration of the program, and the date the employee expects to return to work.

The above information will be considered confidential, and accessible only to the superintendent, the Supervisor, the Town Board, and/or their legal counsel. It will not be subject to review by other parties, other personnel, or the public.

15.2 d) The leave of absence shall be for a maximum of sixty (60) days, and shall be on a one time basis for each employee. An extension of the time limit may be granted by the Board in unusual circumstances, if the employee makes a request in writing prior to the expiration of the initial leave, and attaches a documented recommendation from the Director of the Program that the employee is undertaking.

15.2 e) An employee on an unpaid leave of absence, shall not be entitled to any earned benefits under the terms of this Agreement. An employee may continue his medical benefits during the period of absence, if the medical plan in effect covers the employee for that period. If the medical plan does not cover the employee for any portion of the period of absence, the employee may continue coverage if he/she makes full payment of the medical plan premium at least one week prior to the payment due date.

15.3 Return to Work Following a Leave of Absence:

15.3 a) An employee wishing to return to work following a leave of absence shall make the request in writing at least one (1) week prior to the expected date of return, or the expiration of the leave of absence, whichever is earlier. The request shall specify the expected date of return to work, and shall have attached, a physician's certification that the employee is able to return to work.

15.3 b) The employee may be required to submit to testing by an approved physician or Health Care Facility determined by the parties, before returning to his position with the Highway Department. Failure to submit to such testing, or failure to meet the standards of work of the Highway Department, shall result in immediate discharge without further recourse.

15.3 c) If an employee fails to return on the date specified in leave request, or at the end of a granted leave of absence, it shall be concluded that employee has resigned, and he/she shall have no further recourse regarding his/her position.

15.3 d) When an employee returns to work, he shall have the following restored:

1. Seniority
2. Vacation earned prior to the leave
3. Sick leave earned prior to the leave

## ARTICLE 16 - GRIEVANCE PROCEDURE

16.1 Purpose:

It is the intent of these procedures to provide for the orderly settlement of differences between the parties in a fair and equitable manner. The settlement of grievances at the earliest possible stage is encouraged by both parties.

16.2 Definitions:

- a) Grievance: A complaint by an employee, or a group of employees in the Bargaining
- b) Aggrieved Party: An employee, or group of employees initiating a grievance.
- c) Representatives: Person designated by the aggrieved party, and/or person designated by the present.
- d) Day(s): Shall mean normal business day(s), i.e., Monday thru Friday, excluding

6.3 Time Limits:

16.3 a) The time limits set forth in this procedure are the maximum allowable, and may be

extended only by the written, mutual consent of the parties.

16.3 b) A grievance must be initiated in writing, at the Supervisors level (Stage I), within ten (10) days of the date the employee knew or should have known of the act or omission causing the alleged grievance.

16.3 c) If a grievance is not initiated in accordance with the above, or if it is not appealed to the next higher stage within the specified time limit, the grievance will be considered resolved, and further action under this Article is barred.

16.3 d) If a decision at any stage is not rendered within the time limit specified, the aggrieved party may submit the grievance to the next available stage.

#### 16.4 General Rules:

16.4 a) At all formal stages, grievances must be in writing, and shall specify the name or names of the aggrieved party; the specific provision(s) of this Agreement claimed to have been violated; the time when and the place where the alleged act or omission occurred on which the grievance is based; if known, the person or persons responsible for the act or omission alleged; and a detailed statement of the grievance with the remedy sought.

16.4 b) Nothing contained herein shall be construed as limiting the right of any employee to discuss a potential grievance with the Superintendent informally, and have the potential grievance adjusted informally. A Union representative may be present.

#### 16.5 Procedure:

##### 16.5 a) Informal:

1. An aggrieved party shall present the alleged grievance to the Superintendent, orally and informally. With the object of resolving the matter. A Union representative may be present.

##### 16.5 b) Stage I - Supervisor:

1. If the decision at the Informal Stage is not acceptable, the aggrieved party and/or a Union representative shall present the grievance in writing to the Town Supervisor.

2 Within ten (10) days, of receiving the written grievance, the Supervisor will hold a conference with the aggrieved party to discuss the grievance. Within five (5) days following the conference, the Town Supervisor will issue a written decision on the matter.

##### 16.5 c) Stage II - Town Board

1. If the decision at Stage I is not acceptable, the aggrieved party may appeal to the

Town Board, by requesting a hearing, within ten (10) days of receipt of the Stage I decision. The appeal must be addressed to the Clerk of the Board, with a copy to the Supervisor and the Superintendent.

2. Within twenty (20) days of receipt of the appeal, the Board, or a committee thereof, will conduct a Hearing on the matter in executive session, with all parties to the grievance.

3. Within fifteen (15) days following the conclusion of the hearing, the Board will issue a written decision on the matter, which is final and binding, except in matters involving Disciplinary Action in which an employee is discharged, or suspended for more than five (5) working days. In such cases, refer to State III below:

16.5 d) Stage III - Arbitration:

NOTE: Refer to Article 7 - Section 7.9 Disciplinary Procedure

If the DISCIPLINARY PROCEDURE is invoked, and if the disciplinary action taken by the Board involves the discharge of an employee, or the suspension of an employee for more than five (5) working days, the employee and/or the Union may utilize binding arbitration as the final step of the DISCIPLINARY PROCEDURE, based on the following rules;

1. Within ten (10) days after receiving the written decision from the Board (Section 7.6), the employee and/or the Union must notify the Town Supervisor in writing of the decision to go to binding arbitration.

2. Within ten (10) days after receipt of the notification by the Town Supervisor, the employee and/or Union may proceed to arbitration by requesting a list of arbitrators from the NYS PERB, and thereafter the parties will be bound by the rules of PERB regarding the selection of an Arbitrator, and the conduct of the arbitration hearing.

3. The Arbitrator shall have no power to alter, modify, or change any section or portion of this Agreement, and shall be empowered only to determine the appropriateness of the disciplinary action taken by the Town officials.

4. The decision of the Arbitrator shall be issued no later than thirty (30) calendar days after the arbitration hearing, or the submission of post-hearing , or the submission of post-hearing briefs, whichever is later, giving his reasons and justification for the decision made.

5. The decision of the arbitrator shall be final and binding on both parties.

6. The cost of the arbitrator, and any expenses he/she may have, shall be borne equally by the parties.

## ARTICLE 17 - GENERAL

### 17.1 Separability:

Should any part of this Agreement, or any provision contained herein be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by a court of competent jurisdiction, such invalidation shall affect only that part or provision so involved, and all other parts and provisions of this Agreement shall remain in full force and effect.

### 17.2 Scope of Agreement:

The parties have negotiated fully with respect to terms and conditions of employment, and this instrument constitutes the full and complete agreement between the Supervisor and the Union. Further, it concludes all collective bargaining during its duration.

This Agreement supersedes any rules, policies, regulations, which are contrary or inconsistent with its terms, and any past practices in existence prior to its adoption. It may be amended, altered, or modified only by the mutual consent of the parties.

### 17.3 Statutory Requirement:

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

### 17.4 Management Rights:

The Board hereby retains and reserves unto itself, all the rights, powers, authority, duties and responsibilities conferred upon and vested in it by statute and regulation including but not limited to the right to determine the purpose, mission, objective and policies of the Town, except as expressly limited by the terms and provisions of this Agreement.



ARTICLE 18 - TERM OF AGREEMENT


The term of this Agreement shall be for three (3) years, and be effective January 1, 2012 to and including December 31, 2014 and remain in force until a successor Agreement is effective.

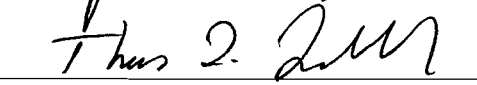
In witness, the parties have hereon set their hands and seals this 10<sup>th</sup> day of June in the year 2011.

For The Town of Easton

  
\_\_\_\_\_  
Town Supervisor, John Rymph

For Teamsters Local 294

  
\_\_\_\_\_  
President (PEO), John Bulgaro

  
\_\_\_\_\_  
Business Agent, Thomas L. Quackenbush

## APPENDIX A

### SALARY SCHEDULE, TOWN OF EASTON HIGHWAY DEPARTMENT:

#### MOTOR EQUIPMENT OPERATORS

<u>Step</u>	<u>Length of Employment</u>	<u>Per Hour 2012</u>	<u>Per Hour 2013</u>	<u>Per Hour 2014</u>
1.	1st year	\$15.55	\$15.55	\$15.55
2.	After 1 year*	\$17.15	\$17.15	\$17.15

\*If qualified to be a Motor Equipment Operator

#### Longevity schedule:

3.	After 5 years	\$17.25	\$17.25	\$17.25
4.	After 10 years	\$17.35	\$17.35	\$17.35
5.	After 15 years	\$17.45	\$17.45	\$17.45

APPENDIX B

APPROVED SUBSTANCE ABUSE PHYSICIANS HEALTH CARE FACILITIES:

The following named Physicians and Health Care Facilities have been approved by the Town Supervisor and by the Union for use as defined under Article XIV:

<u>PHYSICIAN NAME</u>	<u>PHONE #</u>	<u>ADDRESS</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
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<hr/>	<hr/>	<hr/>

HEALTH CARE FACILITIES:

<u>NAME</u>	<u>PHONE #</u>	<u>ADDRESS</u>
<hr/>	<hr/>	<hr/>
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